

IN THE UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF OHIO
EASTERN DIVISION

BRITTANY MINER, on behalf of herself)	CASE NO.: 1:21-cv-00694
and all others similarly situated,)	
)	JUDGE J. PHILIP CALABRESE
Plaintiff,)	
vs.)	<u>JOINT MOTION FOR APPROVAL OF</u>
)	<u>SETTLEMENT</u>
NEWMAN TECHNOLOGY, INC.,)	
)	
Defendant.)	
)	
)	

For the reasons set forth below, Representative Plaintiff Brittany Miner, and Opt-In Party Plaintiffs William DeNigro, Linda Luna, and Charles Strong (“Plaintiffs”), and Defendant Newman Technology, Inc., hereby move this Court for an Order: (1) approving the confidential settlement as fair and reasonable; and (2) dismissing the case, with prejudice, with each party to bear its own costs and attorneys’ fees unless otherwise provided for in the Joint Stipulation.

In support of this Motion, the parties state that:

1. Plaintiff alleged in the Complaint, among other things, claims for alleged unpaid overtime compensation under the Fair Labor Standards Act, 29 U.S.C. §§ 201 et seq. (“FLSA”).
2. Defendant contended Plaintiffs were not entitled to the claimed overtime compensation.
3. Plaintiffs and Defendant are represented by their respective counsel.
4. Defendant denies that this matter is appropriate for certification as a collective action; however, for purposes of this settlement only and to facilitate same, Defendant stipulates to the FLSA certification of the settlement class of Representative Plaintiff Brittany Miner, and Opt-In Party Plaintiffs William DeNigro, Linda Luna, and Charles Strong.

5. In an effort to reach a resolution, and to avoid the expense and burden of litigation, the parties, without any admission of liability as to any of the asserted claims, have reached a settlement of all claims asserted in the pending action. The terms are embodied in the Joint Stipulation of Settlement and Release, which is being filed with the Court as Exhibit 1.

6. As explained in the Declaration of David J. Steiner (Ex. 2), Plaintiffs' counsel believes that the proposed Settlement is fair and reasonable. Specifically, if approved by the Court, the Settlement will cover both the Representative Plaintiff and the Opt-In Plaintiffs. **Counsel for both parties agree the settlement amount would provide all Plaintiffs with 100% of their overtime and liquidated damages allegedly owed.**

7. In exchange, Plaintiffs' damage claims will be settled and dismissed. Plaintiffs will release all wage and hour and overtime claims under the FLSA and Ohio's wage laws.

8. Provided the Court provides the approval sought herein, the parties, pursuant to Fed.R.Civ.P. 41, hereby stipulate to the dismissal of this case, with prejudice, each party to bear its own attorneys' fees and costs unless otherwise provided for in the Joint Stipulation. The parties request that the Court retain jurisdiction to enforce the terms of their agreement.

WHEREFORE, Plaintiffs and Defendant respectfully request that the Court enter an Order: (1) approving the confidential settlement agreement between the parties as fair and reasonable; (2) dismissing this case with prejudice, each party to bear its own attorneys' fees and costs unless otherwise provided for in the Confidential Joint Stipulation; and (3) retaining jurisdiction to enforce the terms of this settlement.

Respectfully submitted,

/s/David J. Steiner

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